



SANDRA SHEWRY
Director

State of California—Health and Human Services Agency
Department of Health Services



ARNOLD SCHWARZENEGGER
Governor

November 5, 2004

Dear Interested Parties:

**ACTUARIAL RATE DEVELOPMENT PROJECT REQUEST FOR PROPOSAL
(RFP) 04-35855 ADMINISTRATIVE BULLETIN 1, ADDENDUM 1**

The purpose of Administrative Bulletin 1 is to provide clarification of Attachment 6 "Certification". In order to configure the RFP so that it accurately reflects the current requirements and considerations please remove the current Attachment 6 and replace it with the new Attachment 6 as indicated in the following table:

REMOVE EXISTING PAGES	ADD NEW/REPLACEMENT PAGES
Attachment 6 pages 1 and 2	Attachment 6 pages 1 and 2

The change is being made to clarify this section of the RFP. The change is highlighted to denote the revision.

In order to configure the Internet version of the RFP (single-sided) so that it accurately reflects current requirements and considerations, replace the existing Page 1 of Attachment 6 with the new Page 1 of Attachment 6. The website for the electronic version is www.dhs.ca.gov/omcp.

Thank you for your continued interest in the Actuarial Rate Development Project procurement effort.

If you have further questions, please contact Robert Marlow, lead analyst assigned to this procurement, at (916) 255-6023.

Sincerely,

Donna Martinez, Chief
Office of Medi-Cal Procurement
Enclosures

CCC 304 - CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of</i>

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)
4. **UNION ORGANIZING** Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.